

all of the information we collect, as described below, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements. To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell to other third parties the information we provide to them.

#### **INFORMATION WE COLLECT AND DISCLOSE**

We collect the following nonpublic personal information about you from a variety of sources and may disclose all the information we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements:

From membership and loan applications and other forms, we obtain information such as name, address, Social Security number and income.

From your transactions with us or other companies that work closely with us to provide you with financial products and services, we obtain information such as your account balances, payment history, parties to transactions, and credit card usage.

From consumer reporting agencies, we obtain information such as your creditworthiness and credit history.

From verifications of information you provide on applications and other forms, we obtain information from current or past employers, other financial institutions and other sources listed on the application.

We may also disclose information we collect about you under other circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our credit union, follow your instructions as you authorize, or protect the security of our financial records.

If you terminate your membership with Heartland Credit Union, we will not share information we have collected about you, except as permitted or required by law.

#### **HOW WE PROTECT YOUR INFORMATION**

We restrict access to nonpublic personal information about you to those employees who have a specific business purpose in utilizing your data. Our employees are trained in the importance of maintaining confidentiality and member privacy. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your nonpublic personal information.



**PLEASE KEEP THESE DISCLOSURES FOR FUTURE REFERENCE**



# **ACCOUNT AGREEMENTS AND DISCLOSURES**



This agreement covers your and our rights and responsibilities concerning the accounts Heartland Credit Union (credit union) offers. In this agreement, the words "you" and "yours" mean any one who signs an Account Application or Account Change Application (Account Application). The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share or other accounts you have with the credit union.

Your account type(s) and ownership features are designated on your Account Application. By signing an Account Application, each of you, jointly and severally, agree to the terms and conditions in this agreement, including the Funds Availability Policy Disclosure, Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule), any account receipt accompanying this agreement, the credit union's bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

**MEMBERSHIP ELIGIBILITY**

To join the credit union you must meet the membership requirements, including the purchase and maintenance of at least one (1) membership share as set forth in the credit union's bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request from us.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**SINGLE PARTY ACCOUNTS**

A single party account is an account owned by one qualified member (individual, corporation, partnership, trust or other organization). If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

**MULTIPLE PARTY ACCOUNTS**

An account owned by two or more persons is a multiple party account.

• **Rights of Survivorship.** For a multiple party account with rights of survivorship, you intend and agree that the balance in the account, upon the death of any party to the account, shall belong to the surviving party. If there are two or more surviving parties, they shall take the account as joint tenants. Unless otherwise stated on the Account Application, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the credit union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

• **Control of Multiple Party Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

• **Multiple Party Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefitted from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of that owner or all funds in the multiple party account regardless of who contributed them.

**POD/TRUST ACCOUNT DESIGNATIONS**

A Payable on Death (POD) account or trust account designation is an instruction to the credit union specifying that a single or multiple party account so designated is payable to the owner(s) during his, her, or their lifetimes, and, when the last account owner dies, is payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

• We are only the holder of the deposit and will have no respon-

sibility as a trustee.

- We have no duty to inquire into the validity or propriety of any draft drawn by the trustee on the account and will not be liable for any misapplication of such withdrawals.
- We have no duty to inquire as to the powers and duties of the trustee and shall have no notice of any breach of fiduciary duties by the trustee unless it receives actual notice thereof.
- We require written notification of any revocation of the trustee's authority and any assumption of power by a successor trustee and a statement that the notice shall not affect any items in process at the time notice is given and that we may withhold payment of funds to any party until proper evidence of authority is provided.
- Withdrawals may be made on the written request of any one trustee acting alone.
- Trustee(s) agree to indemnify and hold us harmless from any claim or liability as a result of unauthorized acts of the trustee or former trustee including damages paid or determined to be owing from us to other claimants on the trust account funds and attorney's fees and costs incurred by us in resolving any action regarding the disbursement of funds from the trust's account.

### ACCOUNTS FOR MINORS

We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized to do so in writing by all account owners.

### UNIFORM TRANSFERS TO MINORS ACCOUNT

A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal. The account will be terminated and be distributed in accordance with applicable law.

### AGENCY DESIGNATION ON AN ACCOUNT

An agency designation on an account is an instruction to us that

the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For an agency account, you appoint the agent listed on the Account Application as your attorney-in-fact to deposit or withdraw funds held in the designated account(s). An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

### DEPOSIT OF FUNDS REQUIREMENTS

Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements set forth on the Rate and Fee Schedule.

- **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
- **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at facilities which are not staffed are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.
- **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30)

days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment direct deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

- **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## ACCOUNT ACCESS

- **Authorized Signature.** Your signature on the Account Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

- **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (i.e., at an automated teller machine, in person, by mail, automatic transfer, via the Internet, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

- **CUTELE and Heartland@Home Agreement.** This agreement outlines the terms of CUTELE, a 24-hour telephone transaction line, and Heartland@Home, an Internet-based home computer banking system, offered by Heartland Credit Union:

(1) A transfer from your checking account to your savings account completed using CUTELE or Heartland@Home will count toward your six (6) automatic transfers per statement period under Federal Regulation D.

(2) You can only use CUTELE or Heartland@Home with a personal identification number (PIN).

(3) You are responsible for the safekeeping of your PIN provided by Heartland Credit Union.

(4) You are responsible for all your CUTELE or Heartland@Home transactions.

(5) You will notify Heartland Credit Union immediately and send written confirmation of any loss or theft of your PIN. If you disclose your PIN to another person, whether it is through intentional, accidental, or negligent action, you are responsible for any such transaction which occurs involving your account(s).

(6) You waive all present and future claims against us and release us from all responsibility for loss or damage you might incur through unauthorized transactions of any kind involving your account(s) and the custody and use of your PIN. This does not apply to loss or damage caused by Heartland Credit Union's negligence.

(7) If you default in any amounts you owe under this agreement, you agree to pay any and all attorney fees and collection costs incurred by us to the extent of the law.

(8) We reserve the right to discontinue access to CUTELE or Heartland@Home without notice and will not be liable for failure to honor any CUTELE or Heartland@Home transactions.

Amendments to this agreement may be provided to you, in accordance with applicable laws, without restatement of terms. The use of CUTELE or Heartland@Home is subject to such other terms, conditions and requirements as we may establish from time to time. Transactions made through CUTELE or Heartland@Home are subject to verification by us.

- **Automated Clearing House & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. Under the operating rules of the National Automated Clearing House Association (NACHA) you agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.

- **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

## ACCOUNT RATES AND FEES

We pay account earnings and assess fees against your account as set forth in the credit union's Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

## TRANSACTION LIMITATIONS

- **Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set

forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly. For example:

- (1) A legal garnishment or attachment is served.
- (2) The account secures any obligation to us.
- (3) Required documentation has not been presented.
- (4) You fail to repay a credit union loan on time.
- (5) Any reason allowed by applicable law.

We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. To maintain security, we reserve the right to limit the dollar amount of cash withdrawals.

### **CERTIFICATE ACCOUNTS**

Any time deposit, term share, share certificate, or certificate of deposit accounts allowed by state law, whichever we offer, are subject to the terms of this agreement, the Rate and Fee Schedule, and any account deposit receipt for each account, the terms of which are incorporated herein by reference.

### **OVERDRAFTS**

• **Overdraft Liability.** If on any day, the funds in your account are not sufficient to cover drafts, fees, or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The credit union's determination of an insufficient account balance may be made at any time between presentation and the credit union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, debit card transactions, other electronic transactions, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

• **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this agreement or a loan account, as you have directed, or as required under the credit union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and

Fee Schedule. This agreement governs all transfers, except those governed by agreements for loan accounts.

### **POST-DATED AND STALE-DATED DRAFTS**

We may pay any draft without regard to its date unless you notify us of a post-dating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice. The notice must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for the credit union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may give us oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

### **STOP PAYMENT ORDERS**

**Stop Payment Order Request.** You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the credit union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

• **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

• **Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the credit union

harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

### **CREDIT UNION LIABILITY**

If we do not properly complete a transaction according to this agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if:

- (1) Your account contains insufficient funds for the transaction.
- (2) Circumstances beyond our control prevent the transaction.
- (3) Your loss is caused by your or another financial institution's negligence.
- (4) Your account funds are subject to legal process or other claim.

We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this account agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this agreement.

### **CREDIT UNION LIEN AND SECURITY INTEREST**

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds without further notice to you in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the credit union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the credit union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are not assignable or transferable to third parties.

### **LEGAL PROCESS**

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

### **ACCOUNT INFORMATION**

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) It is necessary to complete a transaction. (2) The third party seeks to verify the existence or condition of your account in accordance with applicable law. (3) Such disclosure complies with the law or a government agency or court order. (4) You give us written permission, or; (5) You guarantee a share draft by a third party.

### **NOTICES**

- **Name or Address Changes.** You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change of address and may require any other notice from you to us to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule.

- **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this agreement. Any such waiver shall not affect our right to future enforcement.

- **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

### **TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING**

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

### **STATEMENTS**

- **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the credit union and may not be returned to you; but copies may be retained by us or payable through financial institutions and will be made

available to you upon your request. See the credit union's Rate and Fee Schedule for any applicable charges for copies of drafts. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

- **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) You fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement, or; (2) Any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

- **Notice to Credit Union.** You agree that the credit union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

### **SPECIAL ACCOUNT INSTRUCTIONS**

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service must be evidenced by a signed Account Change form and accepted by us.

### **TERMINATION OF ACCOUNT**

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if:

- (1) There is a change in owners or authorized signers.
- (2) There has been a forgery or fraud reported or committed involving your account.
- (3) There is a dispute as to the ownership of the account or of the funds in the account.
- (4) Any share drafts/checks are lost or stolen.
- (5) There are excessive returned unpaid items not covered by an

overdraft protection plan.

(6) There has been any misrepresentation or any other abuse of any of your accounts.

(7) We reasonably deem it necessary to prevent a loss to us.

You may terminate a single party account by giving us written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

### **TERMINATION OF MEMBERSHIP**

You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the credit union.

### **DEATH OF ACCOUNT OWNER**

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

### **SEVERABILITY**

If a court holds any portion of this agreement to be invalid or unenforceable, the remainder of this agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the agreement.

### **ENFORCEMENT**

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

### **GOVERNING LAW**

This agreement is governed by the credit union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the credit

union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this agreement shall be brought in the county in which the credit union is located.

### **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your checking account deposits available to you immediately after you make the deposit. Electronic direct deposits will also be available to you on the day we receive the deposit. Once your deposits are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit on the business days that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made the next business day we are open.

### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds you deposit available to you immediately. Depending on the type of check that you deposit, funds may not be available until the fifth day after the day of your deposit.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after the day we receive your deposit.

If you need the funds from a deposited check right away, you should ask us when the funds will be available.

In addition, funds you deposit by check to your checking account may be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposited will not be paid.
- (2) You deposit checks totaling more than \$3,000 on any one day.
- (3) You redeposit a check that has been returned unpaid.
- (4) You have overdrawn your account repeatedly in the last six months.
- (5) There is an emergency, such as failure of communications or computer equipment.

We will notify you if your ability to withdraw funds is delayed for any of these reasons, and we will tell you when the funds will be

available. Your funds will generally be available no later than the eleventh business day after the day of your deposit.

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will be available by the third business day after the day of deposit. Also, the first \$100 of a deposit made at ATMs we own or operate will be available on the first business day after the day of deposit.

### **ELECTRONIC FUNDS TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES**

The electronic funds transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### **TYPES AND LIMITATIONS OF TRANSFERS**

• **Account Access.** An access device [ATM cash card and/or check (debit) card with a Personal Identification Number] may be used to:

- (1) Withdraw cash from checking or savings accounts.
- (2) Make deposits to checking or savings accounts.
- (3) Pay for items at merchants with your checking account.
- (4) Transfer funds between checking and savings accounts upon request.

Some of these services may not be available at all terminals or merchants.

• **Preauthorized Transfers.** We are equipped to:

- (1) Accept certain direct deposits to your savings or checking account.
- (2) Pay certain recurring bills from your savings or checking account.
- (3) Accept electronic checks, including point of purchase (POS), re-presented checks, accounts receivable truncated checks, and fees for re-presented checks.

• **Limitations on Frequency of Transfers.** Transfers from a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to three per month or statement cycle.

• **Limitations on Dollar Amounts of ATM Cash Card Withdrawals.**

- (1) You may withdraw up to \$200 from authorized cash machines daily.

• **Limitations on Dollar Amounts of Check (Debit) Card Withdrawals.**

- (1) You may withdraw up to \$1,000 from authorized cash machines daily.
- (2) Regardless of your Ready Cash Plus credit limit, you may

make up to \$1,000 in purchases per day at merchants and businesses that accept your Heartland check (debit) card.

#### CHARGES FOR ELECTRONIC FUND TRANSFERS

• **Rate and Fee Schedule.** The credit union's Rate and Fee Schedule contains a complete list of the fees and charges for the credit union's services. Fees for electronic transfers are as follows:

(1) We do not charge for cash machine (ATM), CUTELE, check (debit) card, Heartland@Home, or direct deposits to any type of account.

(2) We do not charge for preauthorized withdrawals from any type of account.

(3) We do not charge for check (debit) card withdrawals at merchants.

(4) If you use a cash machine that is not owned or operated by us, you may be charged a fee by the owner or operator of the machine or by an automated transfer network. This charge will be posted directly to your account.

#### RIGHT TO DOCUMENTATION

• **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

• **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed in this brochure to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a quarterly statement from us.

• **Periodic Statements.** You will get a monthly account statement from us unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

• **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and ensure that we receive it within 14 days after you call. See the credit union's Rate and Fee Schedule for any applicable stop payment charges.

• **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

• **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### OUR LIABILITY

• **Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If the transfer would go over the credit limit on your overdraft line.

(3) If the automated teller machine where you are making the transfer does not have enough cash.

(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

(6) There may be other exceptions in our agreement with you.

• **Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

(1) Where it is necessary for completing transfers.

(2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

(3) In order to comply with government agency or court orders.

(4) If you give us written permission.

#### UNAUTHORIZED TRANSFERS

• **Liability for Disclosure.** You must tell us at once if you believe your Personal Identification Number (PIN) for CUTELE, Heartland@Home, your check (debit) card, ATM cash card, or your check (debit) card or ATM cash card has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

We will be liable for all unauthorized transfers unless the unauthorized transfer was: (1) Due to the negligent conduct or intentional misconduct of the operator of an electronic financial terminal or his agent, in which case the operator or his agent shall be liable, or; (2) Due to the loss or theft of your card.

If you notify us within two business days after learning of the loss or theft of your ATM cash card or PIN, your liability will not exceed the lesser of \$50 or the amount of the unauthorized transfers that occur before notice to the credit union. If you fail to notify us within two business days after discovery, your liability will

not exceed the lesser of \$500 or the sum of: (1) \$50 or the amount of the unauthorized transfers that occur within the two business days, whichever is less, and; (2) The amount of unauthorized transfers that occur after the close of two business days and before notice to the credit union, provided we prove that the transfers would not have occurred had you notified us within that two-day period. Loss or theft of check (debit) or ATM cards must also be reported immediately, however, your financial liability for unauthorized transfers is zero.

However, if you fail to notify us within 60 days after you receive a statement containing unauthorized transfers, you could be liable for up to \$50 for unauthorized transfers appearing on that statement or occurring during the 60 day period, plus the amount of all unauthorized transfers that occur after the 60 day period, if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Address and Telephone Number.** If you believe your check (debit) or ATM card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed at the end of this disclosure.

#### **RIGHT TO BRING CIVIL ACTION**

You may bring a civil action against any person violating any provision of Minnesota Statutes § 47.69 (governing consumer privacy and unauthorized withdrawals).

If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

#### **TERMINATION**

You may terminate this electronic fund transfer agreement by written notice to us.

We may terminate this electronic fund transfer agreement by capturing your check (debit) card or ATM cash card followed by written notice.

#### **TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS**

Withdrawals made at a terminal will normally be completed and charged to your account no later than the following business day.

Deposits made at a terminal will normally be credited to your account the second business day.

Transfers between accounts will normally be completed the next business day.

#### **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below immediately if you think your statement or receipt is wrong or if you need more information about a transfer listed on the state-

ment or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

- (1) Tell us your name and account number (if any).
- (2) Describe the error on the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point of sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**The Official Mailing Address of Heartland Credit Union is:**  
**P.O. Box 64608, MS 451, St. Paul, MN 55164-0608**  
**Phone: 651-451-5160 or 1-800-813-9185**  
**Fax: 651-451-4339**

**Our Business Days are: Monday through Friday (excluding certain holidays)**

#### **HEARTLAND CREDIT UNION'S PRIVACY NOTICE**

Heartland Credit Union is owned by its members and run by a board of directors you elect. You can be confident that your financial privacy is a top priority of this credit union. We are required by law to give you this privacy notice to explain how we collect, use and safeguard your personal financial information. If you have any questions, please contact a member service representative at 1-800-813-9185.

We are committed to providing you with competitive products and services to meet your financial needs, which necessitates that we share information about you to complete your transactions and to provide you with certain financial opportunities. In order to do so, we have entered into agreements with other companies that provide either services to us or additional financial products for you to consider. Under these arrangements, we may disclose